

For Sale.

TUBORG'S FABRIKER DANISH BEER.

To be had from
LANE, CRAWFORD & Co.
Hongkong, January 15, 1877. tel3

AFONG,

PHOTOGRAPHER,

by appointment, to
H. E. SIR ARTHUR KENNEDY,
GOVERNOR OF HONGKONG;
and to
H. I. H. THE GRAND DUKE ALEXIS
OF RUSSIA,

Wyndham Street, formerly ATHLETIC CLUB,
HAS on hand the Largest and Best
collection of Views of China, Pho-
tographs Albums, Frames, Cases, &c., of
various sizes, Photographs enlarged from
O. D. V. size to life size and colour in
oil. A new apparatus for Photography has
been received from England; he is prepared
to take Photos of Buildings and Interiors
at the shortest distance.
Hongkong, July 17, 1876.

To-day's Advertisements.

FOR AMOY (DIRECT.)

The Steamship
"ESMERALDA,"
Capt. TRENARD, will be de-
parted for the above Port
at 2 p.m., TO-MORROW.

For Freight or Passage, apply to
A. MACG. HEATON.
Hongkong, January 30, 1877. tel3

GENERAL WEEKLY SALE.

LANE, CRAWFORD & Co. will sell
by Public Auction, in their Sale
Room, Praya Central, on
FRIDAY,

the 2nd February, 1877, at Noon,—
Gosnell's Assorted Perfumery, Toilet
Soaps, Violet Powder, Hair and Tooth
Brushes, &c., do. Lamps and Lamp
Glasses, Electro-plated Table Spoons and
Forks, Watch Glasses, Black Writing
Ink, Iron and Brass Padlocks.
Also,
80 cases Gin, Cook mark.
1 Perambulator.
do., do., do.
do., do., do.

TERMS OF SALE.—Cash before delivery
in Mexican Dollars, weighed at 7.1.7.
The Lot or Lots, with all faults and errors
of description, at purchaser's risk on the
fall of the hammer.
Hongkong, January 30, 1877. tel3

PUBLIC AUCTION.

THE Undersigned has received instruc-
tions to sell by Public Auction, on
TUESDAY,

the 6th February, 1877, at 2 o'clock p.m.,
at his Sales Rooms, No. 8, Queen's
Road,—

A Collection of Chinese and Japanese
CURIOS, comprising: Lacquered Ware,
Enamelled Vases, Cups, Bowls and Jars,
Porcelain Ware, Ornaments, a Variety
of Bronzes, Sookhow Lacquered Ware, &c.,
&c., &c.

And,
A large Iron BELL.
TERMS OF SALE.—Cash on the fall of
the hammer in Mexican Dollars at 7.1.7.
All Lots, with all faults and errors of
description, at purchaser's risk, on the
fall of the hammer.

J. M. ARMSTRONG,
Auctioneer.
Hongkong, January 30, 1877. tel3

Not Responsible for Debts.

Neither the Captain, the Agents, nor
Owners will be Responsible for any
Debt contracted by the Officers or Crew
of the following Vessels, during their stay
in Hongkong Harbour:—

Vesta, German barque, Capt. R. Dirks.
—Melchers & Co.

BRANDTOWN, British barque, Captain
E. W. Orlop.—Arnold, Karberg & Co.

FLYING CLOUD, British barque, Captain
H. Williams.—Turner & Co.

LEWIS, German schooner, Captain O.
Hansen.—Carlson & Co.

HAWKS COURT, British barque, Captain
G. W. Cochran.—Meyer & Co.

CEYLON, American bark, Capt. E. Kelly.
STAR OF CHINA, British ship, Captain E.
B. Baker.—Douglas Laprak & Co.

NEWMARK GIBSON, American barque,
Captain D. Bradford.—Arnold, Karberg &
Co.

BOWEN, German barque, Captain J. H.
Wassberg.—Siemsen & Co.

ALDEN BRASS, American barque, Captain
S. Noyen.—Bentley & Co.

SHIPPING.

ARRIVALS.

Jan. 28, Alden Bass, American barque,
Capt. S. Noyen, Honolulu Jan. 1, Flour and
Sugar.—Bentley & Co.

Jan. 28, Malacca, British steamer, 1044
Edmond, Yokohama Jan. 28, Malis and
General.—P. & O. S. S. Co.

Jan. 30, Esmeralda, British steamer, 885
E. Theobald, Manila Jan. 27, General.—A.
MacG. Heaton.

Jan. 30, Christian, German schooner,
from Whampoa.

Jan. 30, Gudgof, German barque, 818
W. Thiesmann, New Caledonia Dec. 28,
Ballast.—O'Donnell.

DEPARTURES.

Jan. 30, Yacht, for Coast Ports.

30, Lulus, German man-of-war, for a
Cruise.

30, Peng-shou-hai, for a Cruise.

CLEARED.

Charley, for Manila.

William Phillips, for Singapore.

Augusta (Brit. ship), for Tientsin.

Senior, for Shanghai via Amoy.

Notes, for Amoy.

CLEARED.

Humboldt, for Manila.

Vesta, for Tientsin.

Yarra, for Singapore.

Luoro, for Tientsin.

Mount Lebanon, for Manila.

Francois I., for Saigon.

Foochow, for Swatow and Amoy.

PASSENGERS.

ARRIVED.

Per Malacca, from Yokohama, Mr J. S.
Cox, and 86 Chinese.

Per Esmeralda, from Manila, Messrs R.
A. Lane and P. H. Baker, and 333 Chinese.

Per Alden Bass, from Honolulu, 58
Chinese.

DEPARTED.

Per Yesso, for Amoy, Messrs Mehta,
Stuart, Hootnik, and de Groot.

TO DEPART.

Per Norna, for Swatow, 150 Chinese.

Per Humboldt, for Manila, 2 Chinese.

Per Vesta, for Tientsin, 2 Chinese.

Per Luoro, for Tientsin, 50 Chinese.

Per Mount Lebanon, for Manila, 1 Chi-
nese.

Per Francoise I., for Saigon, 150 Chinese.

Per Foochow, for Swatow and Amoy, 35
Chinese.

SHIPPING REPORTS.

The American barque Alden Bass re-
ports: Had fine weather with southerly
winds throughout nearly the whole passage.
The British steamer Esmeralda reports:
Fine weather throughout.

POST OFFICE NOTIFICATIONS.

MAILS will close:—

For SWATOW.—
Per NORN, at 7.30 a.m., on Wednes-
day, the 31st inst.

For AMOY.—
Per ESMERALDA, at 1.30 p.m. To-
morrow, the 31st inst.

For MANILA.—
Per Barque HUMBOLDT, at 3 p.m.
To-morrow, the 31st inst.

For HAIPHONG.—
Per Barque BREMA, at 8.30 p.m.,
on Wednesday, the 31st inst., instead of
as previously notified.

For SWATOW, AMOY, TAMSUI, AND
TAIWAN.—
Per HALLOONG, at 5 p.m., on Wednes-
day, the 31st inst.

For SINGAPORE.—
Per Barque VIDAL, at 5 p.m. To-
morrow, the 31st inst.

For SAIGON.—
Per PLINTSHIRE, at 5.50 p.m. To-
morrow, the 31st inst., instead of as
previously notified.

MAILS BY THE ENGLISH PACKET.—
The English Packet Packet KEIYA,
will be despatched with the Mails
for Europe, &c., on THURSDAY,
the 1st February.

The following will be the hours of closing
the Mails, &c.:—

Wednesday, 31st inst.—
5 p.m., Money Order Office closes.

6 p.m., Post Office closes except the Night
Box, which remains open all night.

Thursday, 1st inst.—
7 a.m., Post Office opens for sale
of Stamps, Registry of Letters, and
Posting of all correspondence.

10 a.m., Post Office closes except for Late
Letters. Registry of Letters ceases.

10.15 a.m., Letters may be posted with
LATE FEE of 18 cents extra
Postage till

11 a.m., when the Post Office CLOSURE
entirely.

11.30 a.m., Letters (but Letters only)
addressed to the United Kingdom
Via Brindisi or to Singapore may
be posted on board the Packet with
Late Fee of 48 cents extra postage,
till

11.50 a.m., when the Mail is finally
closed.

Hongkong, January 22, 1877. tel3

THE S. S. GAELIC, will be despatched
on THURSDAY, the 1st February,
with Mails for Japan, San Francisco,
the United States and London, which
will be closed as follows:—

2 p.m. Registry of Letters ceases.

2.30 p.m. Post-Office closes.

2.50 p.m. Correspondence may be posted
on board the Packet with Late
Fee of 12 cents extra Postage
until

2.50 p.m. when the Mail is finally closed.

Correspondence must be specially directed
for this route, and if not fully prepaid
will be sent by British Packet.

Letters, &c. can be posted for Canada, the
West Indies, and other places named
below, if sufficient American Stamps
are added to prepay them from San
Francisco to destination. American
Stamps are sold at this Office.

General Post Office,
Hongkong, January 16, 1877. tel3

MAILS BY THE FRENCH PACKET.—
The French Contract Packet AYD,
will be despatched on THURS-
DAY, the 31st February, with
Mails to and through the United
Kingdom and Europe, via Suez,
to Saigon, Singapore, Batavia, Galle,
Pondicherry, Madras, Calcutta, Bom-
bay, Aden, Suez, and Alexandria.

The following will be the hours of closing
the Mails, &c.:—

Wednesday, February 7.—
5 p.m., Money Order Office closes. Post
Office closes except the Night Box,
which remains open all night.

Thursday, February 8.—
7 a.m., Post Office opens for sale of
Stamps, Registry of Letters, and
Posting of all correspondence.

10 a.m., Registry of Letters ceases.

11 a.m., Post Office closes except for Late
Letters.

11.10 a.m., Letters (but Letters only)
addressed to the United Kingdom,
Saigon, or Singapore may be posted
on payment of Late Fee of 18 cents
extra postage, until

11.50 a.m., when the Post Office CLOSURE
entirely.

Hongkong, January 8, 1877. tel3

General Memoranda.

THURSDAY, February 1:—

Daylight.—Hailong leaves for Swatow,
Amoy, Tamsui and Taiwan.

Noon.—English Mail leaves for Ports
of Call and Europe.

3 p.m.—Occidental & Oriental S. S. Co.'s
Steamer leaves for Yokohama and San
Francisco.

9 p.m.—Meeting of Zetland Lodge.

FRIDAY, February 2:—

Noon.—General Weekly Sale by Messrs
Lane, Crawford & Co.

SATURDAY, February 3:—

2 p.m.—Sale of Household Furniture, at
No. 34, Hollywood Road.

Transfer Books of The China Fire Insur-
ance Co., Limited, closed from this date
to 16th February, inclusive.

MONDAY, February 6:—

8 p.m.—Gunga leaves for Saigon.

TUESDAY, February 7:—

2 p.m.—Sale of Curios, &c., at Mr J.
M. Armstrong's Sale Room.

Transfer Books of The H. K. Fire Insur-
ance Co., Limited, closed from this date
to 20th February, inclusive.

SATURDAY, February 10:—

Glenroy leaves for London on or about this
date.

THURSDAY, February 15:—

3 p.m.—American Mail leaves for Yoko-
hama and San Francisco.

FRIDAY, February 16:—

2 p.m.—Meeting of Shareholders of The
China Fire Insurance Co., Limited, at
No. 38, Queen's Road.

Transfer Books of The Chinese Insurance
Co., Limited, closed from this date to
2nd March, inclusive.

MONDAY, February 19:—

9 p.m.—Amateur Dramatic Club Per-
formance at the City Hall.

TUESDAY, February 20:—

3 p.m.—Meeting of Shareholders of The
Hongkong Fire Insurance Co., Limited,
at No. 7, Queen's Road.

FRIDAY, March 2:—

3 p.m.—Meeting of Shareholders of The
Chinese Insurance Co., Limited, at the
Head Office, Hongkong.

MEMOS. FOR TO-MORROW.

Auction.

11 a.m.—Sale of Sundries at Govt. Store.

Shipping.

Goods per Amoyan undelivered after
Noon, subject to rent and landing
charges.

2 p.m.—Esmeralda leaves for Amoy.

THE

HONGKONG DISPENSARY,

Established A.D. 1841.

香港大藥房

A. S. WATSON & Co.,

FAMILY & DISPENSING CHEMISTS,
WHOLESALE AND RETAIL DRUGGISTS,
IMPORTERS

OF
DRUGGISTS' SUNDRIES, NUMEROUS REQUI-
SITES, TOILET REQUISITES, ENGLISH,
AMERICAN, AND FRENCH PATENT
MEDICINES

MANUFACTURERS
OF
Soda Water, Lemonade, Tonic Water,
Gingerale, Potent Water, Sarsaparilla
Water, and other Aerated Waters.

The Manufactory is under direct and
continuous European Supervision.

Hongkong, June 1, 1876.

The publication of this issue commenced
at 7.40 p.m.

MARRIAGE.

On the 16th instant, at Christ Church,
Yokohama, by the Rev. W. F. H. Garratt,
assisted by the Rev. John Piper, GAVIN
PARKER NESS, Barrister of the Middle
Temple, to FRANCES DUNN, eldest
daughter of William Walter Garratt, Esq.

THE CHINA MAIL.

HONGKONG, TUESDAY, JAN. 30, 1877.

This development of trade in Formosa
seems to be proceeding at a very satis-
factory pace. After the invasion of the
Island by the Japanese, the Chinese
authorities determined to open up the
east coast of the country to Chinese set-
tlers, to whom special inducements were
offered, such as the loan of capital and
seed, the free choice of land, military
protection, and so on. A semi-military
force was also employed in clearing and
opening up the country from Suao,
southwards along the coast, and attempts
were made by force of arms and in other
ways to bring the aborigines to a proper
state of subjection, not, however, with-
out some disastrous results to the Chinese
forces employed; the whole system of
government was re-organized, and what
was the chief event of the year 1875, the
Government announced its intention to
open and work a coal mine with foreign
machinery near Keelung, no doubt the
main intention in taking the step being
to supply with coal its own vessels and
armies. We all know the results, so
far as they have been already developed,
of this last determination. Foreign
miners and machinery have been brought
out from Home, and operations in coal
mining have been commenced at Keelung.
According to the statements of a
correspondent, whose communication we

published last night, "the Keelung coal
mines are getting on famously; the
whole of the permanent tramway has
been laid, and the stationary engine is
now in working order." A short time
ago it was announced that the energetic
reformer Ting-jih-chang had left Foochow
for Formosa for the purpose of making
a searching enquiry into the adminis-
tration of the Island, and the state of
affairs there generally. Through a private
source we learn that since his
arrival Ting has been bestirring him-
self very actively to promote the
trade of the place. The coal mines
have been inspected, this part and that
part of the Island have been visited, the
system of administration has been en-
quired into, and various reforms have
been ordered. The late Director at the
Foochow Arsenal, who was in the
Island superintending the working of the
mines, has returned to Foochow with
instructions from Ting to proceed to
Shanghai and Hongkong and establish
at each place a depot for coal from the
Formosan mines. Ting also proposes
to establish a telegraph line between
Keelung and Taiwan, and the same
official who has been despatched to estab-
lish coal depots is commissioned to
confer with Mr Henningsen of the Great
Northern Telegraph Company on the
subject and arrange preliminaries. While
paying attention to the mines, Ting has
also not been unmindful of the unsatis-
factory and troublesome position of the
aborigines towards the settlers. Taotai
Fong, brother of General Fong, has been
ordered to proceed to Chinohow for the
purpose of obtaining recruits. Three
regiments of "Braves," each of five hun-
dred men, are wanted. The pay offered
—six taels a month, the usual pay of a
soldier being only four taels—would, no
doubt, under ordinary circumstances,
speedily attract an unlimited number of
"Braves" to the officer's standard; but
the Island, beautiful as it is, has a
very evil reputation among the Chinese; in
fact, its alleged malarious climate and
the dangerous character, to the Chinese,
of the aborigines, have so far rendered the
attempts of the Government to settle the
Island little better than a failure. Chi-
nese men who will rush to Califor-
nia, to Singapore, and to Australia,
in such immense numbers, in spite of the
uncomfortable reception they meet at
one or two of these places, cannot be
induced to emigrate across a few miles of
water to a country, where they would be
heartily welcomed, aided in gaining a
livelihood, located on a most productive
soil, surrounded by some of the most
luxuriant vegetation that could be found
anywhere in the world, and where we are
going to add, placed under their own Govern-
ment, but probably that would not be
considered a recommendation to the
country. A Mr Wong Way Woh, the
Director of the Foreign Board at Foochow,
said to possess a very good English
education, has been sent for by Ting to
superintend the working of the mines,
but our informant thinks it is doubtful
whether the Acting Viceroy will be
able to spare him. Altogether the
prospects of trade in Formosa wear a
decidedly encouraging aspect. The net
value of the foreign trade at Tamsui and
Keelung in 1875 was, according to the
returns furnished by Her Majesty's Consul
at the place, taels 1,834,080, and that
for 1874, taels 1,519,063, showing an
increase in the former year of taels
315,017. The trade at the port has,
in fact, rapidly increased, year after
year, since 1863. The Consul mentions
in his report for the year that Keelung
coal had recently to compete in Shanghai
against that extracted from the new mines
in Japan, and the export had conse-
quently been comparatively small one
considering the ease with which the coal
was produced. A large trade, however,
was sure to spring up if all went on
well. The Consul adds the following
remarks to his report:—"I was station-
ed here in 1872. When I left the port
in June of that year the trade was
carried on by three permanently established
British firms, but others were establish-
ing themselves. On my return at the
end of last year I found that there were
not only five British firms doing business
at Tamsui and Keelung, but that a
number of Amoy tea men had erected
hongs and godowns at Twatula (where
the foreigners also have warehouses),
and had been firing and packing teas for
the foreign market at Amoy. Trade
had so far progressed as to tempt these
men to come over from the mainland
and take their share of it, and the fact
that more tea-packing warehouses are at
the present moment being erected for
other Amoy tea men is a proof that the
tea trade has achieved a name for it-
self."

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ed here in 1872. When I left the port
in June of that year the trade was
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Hom, British Kowloon, without any clearance whatever, and the reason he gave for not doing so was that it was late in the evening, and the next day was Sunday, but the Harbour Master's Office was open on Sundays for one hour in the morning for junks to take out clearances. As mentioned above, the case stood adjourned till the 2nd proximo.

SUPREME COURT.

IN ORIGINAL JURISDICTION.

(Before His Lordship Chief Justice Sir JOHN SMALLEY.)

January 28, 1877.

Brown & Another v. Alabor & Another,
\$12,307.92.

The following are the Special Jurors: Messrs A. Newton, H. Hopple, H. Jopp, H. L. Dalrymple, C. Kahn, T. G. Williamson, and F. D. Searan.

Mr Russell, instructed by Messrs Sharp, Toller, and Johnson, appeared for the plaintiffs.

The Hon. the Acting Attorney General (Mr. Phillipps), and Mr. Kingmill, instructed by Mr. Brereton, appeared for the defendants.

[The following is the conclusion of the Chief Justice's summing up in the above case.]

There were only two witnesses examined before you—Mr. McPherson for plaintiffs, and Mr. Meyer for the defendants, of whom he was substantially one. I must here remark that they both appear to have given their evidence in a very satisfactory manner.

Mr. Meyer gave a history of the intercourse from the beginning between the plaintiffs and the defendants. It appears from Mr. Meyer that having heard of the plaintiffs in 1872, he opened a business correspondence with the plaintiffs. He sought them first. He went to Kōbe, saw the plaintiffs in their home, and after so observing them he employed them as agents; on one occasion the plaintiffs charged 2½ per cent, but on tobacco purchases they charged 2 per cent, only, and this was a never-varied rule, and you may take these to have been the settled terms covering the whole agency. He says the terms here on all transactions as allowed by the Chamber of Commerce are 5 per cent. You will consider as a matter of notoriety whether that is the ruling commission in China and Japan. For this small rate of 2 per cent, being less than the usual percentage, the defendants got the zealous services and prestige and credit in Japan of the plaintiffs, and the services of Mr. McPherson, a gentleman you will probably agree with me in estimating as a very able man of business, especially valuable for his knowledge of the Japanese. For this small commission the plaintiffs not only gave their services, but advanced during the intervals between the bargains made and the time of actual delivery, when on putting each lot on board the plaintiffs obtained the bills of lading against which and by which alone they could get fully reimbursed by drawing against each bill of lading. I do not know what is the percentage upon a *del credere* commission in the East; you will know that, but you will consider whether 2 per cent. is what any respectable man would accept as sufficient to cover the risk of any guarantee of transactions as with Japanese rice dealers. Is a sum of two per cent. paid and received in transactions between these parties the adequate commission for faithful services only, as one might infer to be the case from Mr. Meyer's evidence, or does it include a guarantee of any, and what kind, of any of the transactions? In answer to this question will be a test leading to a conclusion on some of the arguments so fully and forcibly presented to you by the learned counsel at the bar.

You will settle for yourselves, whether in the transactions these plaintiffs were simply factors, bound only to use ordinary care, judgment, and diligence, or whether they undertook to do and guarantee, the transactions—doing, as to these purchases, what an agent with a *del credere* commission does as to purchases by him.

The Attorney-General repeatedly insisted that the plaintiffs had guaranteed a full cargo; but for what, and in answer to what?

Having regard to the out character of telegrams, they must be taken with allowances. The telegram answered, asked thus:—“The *Stornoway* will accept *Falmouth* 77s. 6d., Continent 82s. 6d., 35 days. Her carrying capacity is 400 (tons), can you guarantee full cargo, or otherwise open till to-morrow? Reply by wire immediately.” And the answer was, among other words, “We will guarantee full cargo. You will say whether it was for that vessel. If this is to be read as a guarantee, must it not be read only strictly for that vessel. Do the words amount to a guarantee that the plaintiffs had bought that quantity of rice; but this telegram was dated the 20th of December. The same letter of the defendants which records this telegram, No. 82, records a telegram in answer, which so far from accepting the so-called “guarantee,” gives a direction inconsistent with it; it terminates the purchases by the plaintiffs. The defendants in that letter say, we by telegram of this morning “requested you to cease buying until shipments had been arranged.” Does not this direction do what was necessary?—to do the thing guaranteed entirely absolves the plaintiffs from what they had guaranteed to do, even if the words had amounted to a guarantee; as to which you will decide.

I may need an expression repeatedly used by the Attorney-General that the plaintiffs had given the defendants every reason to believe that they had a full cargo under their control; at all events the defendants on the 20th of January, 1874, had their attention fully directed to the fact that the rice was not then delivered. They directed legal proceedings to compel delivery, see letter No. 41, and it is patent that the defendants had not at that time or at any time thereafter reason to believe that the plaintiffs had a full cargo under their control, but the direct contrary must have been their impression.

It seems to me to be admitted, at least it is not denied, that the plaintiffs were competent persons for the work they undertook, and that there was no expression of complaint nor any ground for complaint of want of competence, diligence, or care until after the losses had been actually incurred.

The main question is, did the plaintiffs use due discretion and caution in securing sufficient shipping in time, and in managing and conveying to fill up each shipping with rice? As part of this question you will probably consider whether the bargain money was properly advanced to secure the bargains, and whether the

payment was in due course of agency, and whether such steps towards security for the bargain money were taken as were reasonably at the time deemed sufficient.

The answer to these questions seems to me to involve in an answer to all questions in this suit which remain for your consideration. The main item in the plaintiffs' particulars of demand is for the balance of bargain money advanced, \$7,500. Were the defendants justified as factors in paying bargain money in the circumstances in which they stood? The plaintiffs say that it was usual to pay bargain money on the purchase of rice; some witnesses said it was necessary legally to bind the bargain. Mr. Satoru, the Japanese Secretary to the British Legation in Japan, who is perhaps the most competent person in the East, says it is at least considered necessary, and so does Mr. McPherson. On the other hand, the defendants produced three witnesses who say that the payment of bargain money is not according to their knowledge, usual.

The first of these witnesses was a man brought from prison, if I mistake not; the second is a merchant in rice in small quantities the largest quantities being 50 piculs, and who admits he was not personally acquainted with the rice trade. He would not pay bargain money if he could possibly avoid it, but he always required bargain money from Japanese to bind them. He said he considered that the first witness was an authority for mercantile usage up to 1875; and the third witness, a Japanese, says that bargain money is sometimes paid and sometimes not paid. This witness says that a firm in which he was a clerk lost money, and he was much concerned and he abandoned.

You, gentlemen, will give due and only due weight to these three witnesses, and only due weight to the testimony of Mr. McPherson and Mr. Satoru.

If you find that it was the prevailing practice in the Osaka rice market for foreigners buying to pay bargain money (it seems clearly to have been the practice for native merchants to do so), you will, I suppose, conclude that it was right and proper for the plaintiffs to do so in this case. If you think that it was a thing right and proper to be done, then I say to you that the defendants were bound to reimburse the plaintiffs the sums so expended.

If you think it was not right and proper for the plaintiffs to have advanced bargain money it will remain for you to say whether in the case the plaintiffs having informed the defendants that they meant to advance defendants that they meant to advance bargain money and also that they had advanced bargain money on the purchases for them, the defendants did not repudiate the benefit of contracts so made, but accepted them, and accepting them, take the probable benefits at the time; you will say whether it lay in their mouth afterwards to repudiate it when they found that the out-turn of the contract was unsatisfactory.

As early as December 27th, 1873 (No. 34) the defendants are told bargain money is required on the purchase of rice, which by the terms of the telegram the vendors receiving the bargain money were to have the option of withholding the delivery for 80 days; they trusting the native sellers without security.

What was the duty of the defendants if they meant not to incur the risk of paying bargain money without security, which this telegram informed them the plaintiffs intended to have incurred?

I say distinctly that it was their duty instantly by telegram to have expressly prohibited the plaintiffs from advancing any bargain money so unsecured on their responsibility. So far as I understand, all rice now in question had been bought before the 27th of December. If the defendants had then immediately repudiated the responsibility there can be no doubt that in a rising market, as the defendants' counsel emphatically insisted it was, the plaintiffs could have backed out of the contracts, possibly with a gain to themselves. If you refer to No. 56 you will see that in March, 1874, the plaintiffs informed the defendants that one of the contractors was very anxious to pay back the bargain money, and that they had refused to receive it; the obvious reason being that the rice was wanted for the defendants.

Referring to No. 43 I find that on January 20th the plaintiffs telegraphed to defendants: “Contractors are causing us some trouble,” and we find that the defendants knew that the delivery of the rice had been stopped. We find the plaintiffs informing the defendants that they were taking proceedings to enforce delivery, and the defendants directing the plaintiffs to take and press proceedings to enforce “our” interests—that is the interests of the defendants.

In these transactions you must bear in mind that the defendants were starting a new commercial enterprise with the chances of great profits, but with the necessary chances of great loss, in a country without civil jurisprudence, engaging to pay the plaintiffs only a small certain profit on work to be done; and that it was for them—having been informed of the risk as to bargain money so far as the plaintiffs knew what it was—to decide whether to repudiate promptly, (and it was not open to the defendants to lie by, and repudiate or adopt as the out-turn of the transaction may render convenient), the purchases on which bargain money had been paid. If the defendants adopted the risk as between them and the plaintiffs, whilst the purchases were in *cho* it is not too late for them to recall that implied adoption of the payment of bargain money now that the transaction has terminated in a loss? If they declined to adopt it and did not explicitly say so, then must they not be taken to have adopted it?

It has been suggested that a prudent man would not have advanced bargain money without taking actual material security. The answers to that suggestion are—1st. Is it not the practice of the market and probably Japanese law?

2nd. Was any provision made in the arrangement between the parties for getting goodwills? The suggestion to store was not made till the 23rd of January, when it was too late to secure the rice in order to store it. I find that the plaintiffs on the 6th January, 1874, gave notice to the defendants that the rice would have to remain in the native godowns until ready for shipment.

3rd. Were there not these godowns public godowns, let out in portions to different persons, and was not taking rice out of the bags of the vendor and putting it into bags specially marked by the plaintiffs in such godowns, an actual taking possession—converting all who might take the rice into wrong-doers?

As to such rice as was in a separate godown—was not the putting a seal on the only entrance like taking possession as much as if the rice had been stored in a new godown rented for the purpose? Are the plaintiffs by the nature of their contract answerable for tortious acts by Japanese in

taking possession of the rice? Moreover, as early as the 2nd of December (No. 25) in a letter received by the defendants on the 13th of December, the plaintiffs in enumerating charges beyond the time price, say “Neither godown rent, nor fire insurance will be incurred as the rice will be re-packed in the merchants' godowns.” Intimation to a like effect was given in No. 37. Thus the defendants had notice of the course of business which would be pursued by the plaintiffs, namely, that bargain money had been paid and would be paid, and that the rice would be taken possession of by ear-marking it, putting it into specially marked bags the property of defendants, and then be left in the godowns of the Japanese merchants, a procedure sanctioned by the defendants at one time by directing the packing of the rice to be stopped, and at another time to be resumed.

4th. Is not the only way to take such material security to take possession of all the rice contracted to be purchased to complete the purchase and take over the rice, but to do this involved an advance of the large amount of purchase money at a time when there was no vessel ready to receive it and when they could not draw against their letter of credit, which could only be drawn against when accompanied by a bill of lading for value. So that the plaintiffs would have a heavy outlay for no profit, and they would be taken possession of by ear-marking it, putting it into specially marked bags the property of defendants, and then be left in the godowns of the Japanese merchants, a procedure sanctioned by the defendants at one time by directing the packing of the rice to be stopped, and at another time to be resumed.

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38th. Is not the only way to take such material security to take possession of all the rice contracted to be purchased to complete the purchase and take over the rice, but to do this involved an advance of the large amount of purchase money at a time when there was no vessel ready to receive it and when they could not draw against their letter of credit, which could only be drawn against when accompanied by a bill of lading for value. So that the plaintiffs would have a heavy outlay for no profit, and they would be taken possession of by ear-marking it, putting it into specially marked bags the property of defendants, and then be left in the godowns of the Japanese merchants, a procedure sanctioned by the defendants at one time by directing the packing of the rice to be stopped, and at another time to be resumed.

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40th. Is not the only way to take such material security to take possession of all the rice contracted to be purchased to complete the purchase and take over the rice, but to do this involved an advance of the large amount of purchase money at a time when there was no vessel ready to receive it and when they could not draw against their letter of credit, which could only be drawn against when accompanied by a bill of lading for value. So that the plaintiffs would have a heavy outlay for no profit, and they would be taken possession of by ear-marking it, putting it into specially marked bags the property of defendants, and then be left in the godowns of the Japanese merchants, a procedure sanctioned by the defendants at one time by directing the packing of the rice to be stopped, and at another time to be resumed.

41st. Is not the only way to take such material security to take possession of all the rice contracted to be purchased to complete the purchase and take over the rice, but to do this involved an advance of the large amount of purchase money at a time when there was no vessel ready to receive it and when they could not draw against their letter of credit, which could only be drawn against when accompanied by a bill of lading for value. So that the plaintiffs would have a heavy outlay for no profit, and they would be taken possession of by ear-marking it, putting it into specially marked bags the property of defendants, and then be left in the godowns of the Japanese merchants, a procedure sanctioned by the defendants at one time by directing the packing of the rice to be stopped, and at another time to be resumed.

deal with each item of your verdict separately, and so possibly avoid adding to the expenses already incurred.

Gentlemen, it would have been to me an easier task to read through all the evidence than to offer to you more shortly the observations I have made, but I trust I have done no injustice to either party in thus saving your time. My main fear is the very old, but classic one, lest in labouring to be brief I may have become obscure. If that has been my misfortune, I am satisfied that your own knowledge of the case will supply the light to such portions as I may have left dark or obscure.

IN SUMMARY JURISDICTION.

INSURANCES.

THE CHINA FIRE INSURANCE COMPANY, LIMITED.

HEAD OFFICE—HONGKONG.

AGENCIES at all the Treaty Ports of China and Japan, and at Singapore, Saigon and Penang.

Risks accepted, and Policies of Insurance granted at the rates of Premium current at the above mentioned Ports.

JAS. B. OUGHTREE,

Secretary.

Hongkong, November 1, 1871.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL—TWO MILLIONS STERLING.

THE Underigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored therein, on Coals in Maltha, on Goods on board Vessels and on Halls of Vessels in Harbour, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to £1000 on a Single Life.

For Rates of Premiums, forms of proposals or any other information, apply to

ARNOLD, KARBURG & Co.

Agents Hongkong & Canton.

Hongkong, January 4, 1867.

ROYAL INSURANCE COMPANY.

THE Underigned, Agents for the above Company, are prepared to grant Insurances at current rates.

MELOHERS & Co.,

Agents, Royal Insurance Company.

CHINESE INSURANCE COMPANY.

(LIMITED.)

NOTICE.

POLICIES granted at current rates on Marine Risks to all parts of the World. In accordance with the Company's Articles of Association, Two Thirds of the Profits are distributed annually to Contributors, whether Shareholders or not, in proportion to the net amount of Premiums contributed by each, the remaining third being carried to Reserve Fund.

OLYPHANT & Co.,

General Agents.

Hongkong, April 17, 1873.

QUEEN FIRE INSURANCE COMPANY.

THE Underigned are prepared to grant Policies against Fire to the extent of £45,000 on Buildings, or on Goods stored therein, at current local rates, subject to a Discount of 20% on the Premium.

NORTON & Co.,

Agents.

Hongkong, January 1, 1874.

NORTH BRITISH & MERCANTILE INSURANCE COMPANY.

Incorporated by Royal Charter and Special Acts of Parliament.

ESTABLISHED 1809.

CAPITAL £2,000,000.

THE Underigned, Agents at Hongkong for the above Company, are prepared to grant Policies against FIRE, to the extent of £10,000 on any Building, or on Merchandise in the same, at the usual Rates, subject to a discount of 20 per cent.

GILMAN & Co.,

Agents.

Hongkong, July 6, 1875.

THE LONDON ASSURANCE.

INCORPORATED BY ROYAL CHARTER

of

His Majesty King George The Third, A. D. 1720.

THE Underigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows—

Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department.

Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding £5,000 on reasonable terms.

HOLLIDAY, WISE & Co.

Hongkong, July 26, 1875.

MANCHESTER FIRE ASSURANCE COMPANY.

THE Underigned Agents are in receipt of instructions from the Board of Directors authorizing them to issue Policies to the extent of £10,000 on any one first class risk, or to the extent of £15,000 on a building risk at current rates.

A Discount of 20% allowed.

HOLLIDAY, WISE & Co.

Hongkong, January 5, 1875.

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON.

THE Underigned have been appointed Agents for the above Company at Hongkong, Canton, Shanghai, Amoy and Hankow, and are prepared to grant Insurances at current rates.

HOLLIDAY, WISE & Co.

Hongkong, October 14, 1865.

Mails.



STEAM FOR

Singapore, Penang, Point de Galle, Aden, Suez, Malta, Brindisi, Ancona, Venice, Mediterranean Ports, Southampton and London.

Also,

Bombay, Madras and Calcutta.

THE PENINSULAR AND ORIENTAL STEAM NAVIGATION COMPANY'S Steamship *KHIVA*, Captain LEE, will leave for on THURSDAY, the 1st February, at Noon.

For further Particulars, apply to

A. MOLLER, Superintendent.

Hongkong, January 22, 1877.

Occidental & Oriental Steam-Ship Company.

TAKING THROUGH CARGO AND PASSENGERS FOR THE UNITED STATES AND EUROPE, IN CONNECTION WITH THE CENTRAL and UNION PACIFIC AND CONNECTING RAILROAD COMPANIES AND ATLANTIC STEAMERS.

THE S. S. "GAELIC" will be despatched for San Francisco, via Yokohama, on THURSDAY, the 1st February, at 3 p.m., taking Cargo and Passengers for Japan, the United States and Europe.

Connection is made at Yokohama, with Steamers from Shanghai.

Freight will be received on Board until 4 p.m. of 1st Instant. Parcel Packages will be received at the Office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

Return Passage Tickets available for 6 months are issued at a reduction of 20 per cent, on regular rates.

For further information as to Freight or Passage, apply to the Agency of the Company, No. 16, Praya Central.

G. B. EMORY, Agent.

Hongkong, January 3, 1877.

U. S. MAIL LINE.

PACIFIC MAIL STEAMSHIP COMPANY.

THROUGH TO NEW YORK, VIA OVERLAND RAILWAYS, AND TOUCHING AT YOKOHAMA, AND SAN FRANCISCO.

THE U. S. Mail Steamer *CITY OF PEKING*, will be despatched for San Francisco, via Yokohama, on THURSDAY, the 15th February, 1877, at 3 p.m., taking Passengers, and Freight, for Japan, the United States, and Europe.

Through Passengers Tickets and Bills of Lading are issued for transportation to Yokohama and other Japan Ports, to San Francisco, to ports in Mexico, Central and South America, and to New York and Europe via OVERLAND RAILWAYS.

A Steamer of the Mitsui Bussan S. S. Company will leave Shanghai, via the Inland Sea Ports, about same date, and make close connection at Yokohama.

At New York, Passengers have selection of various lines of Steamers to England, France and Germany.

Freight will be received on board until 4 p.m. 14th Proximo. Parcel Packages will be received at the office until 5 p.m. same day; all Parcel Packages should be marked to address in full; value of same is required.

For further information as to Passage and Freight, apply to the Agency of the Company, No. 16, Praya Central.

G. B. EMORY, Agent.

Hongkong, January 15, 1877.

FOR SALE.

HONG LISTS.

Circular, large sheet.

THE AMENDED HONG LIST in English and Chinese, containing the Names of all the most important Companies, Institutions and Mercantile Houses in the Colony.

Price, 25 cents each; or \$2.50 per dozen.

At the "China Mail" Office.

FOR SALE.

OUTLER, PALMER & Co.'s Celebrated Brands of WINES and SPIRITS.

Apply to

SIEMSEN & Co.

Hongkong, June 22, 1876.

NOW READY.

RENG-SHUI, or, THE RUBBER OF NATURAL GUMBER IN CHINA. By Dr. E. J. BIRN. One Volume. Dvo. Price, \$1.50.

BUDDHISM, ITS HISTORY, THEORY AND POPULAR BELIEFS, in three Lectures. By Dr. E. J. BIRN. Second Edition. One Volume. Dvo. Price, \$1.50.

Orders will be received by Messrs Lane, Crawford & Co.

Hongkong, July 24, 1875.

For Sale.

SAYLE & Co.

BEG to Solicit inspection of their WIN-THE STOCK.

Rich Black and Grosgrain SILKS, from the Best French Makers.

Coloured Grosgrain and Fancy SILKS, Black, White and Coloured SATINS.

Japanese SILKS, Better and Cheaper than ever.

Fancy DRESS MATERIALS, in all the New TEXTURES. All WOOL SERGES, Scotch WOOL PLAIDS, French MERINOS.

Ladies' Ready-made COSTUMES, Ball DRESSES, Opera GLOVES.

Black and Coloured SILK VELVETS, Black and Coloured VELVETEENS.

The Newest SHAPES in Silk, Velvet, and Cloth JACKETS.

Children's Cloth JACKETS, Boys' Serge and Cloth SUITS, all Sizes.

Wood SHAWLS and Mountain WRAPS. Ladies' Trimmed HATS and BONNETS.

Newest Styles direct from Paris. Untrimmed Felt and Straw HATS.

Children's Felt and Straw HATS. RIBBONS, LACES, FEATHERS, FLOWERS.

Ladies' Linen and Lace COLLARS and CUFFS.

Swansdown and Fur TRIMMINGS. Swansdown MUFFS, COLLARS and PETERBANDS.

Infants' ROBES, CLOAKS and PE-LISSES.

Infants' HOODS, HATS and BONNETS. Ladies' and Children's UNDER-CLOTHING.

Fancy Flannel Dressing GOWNS and Morning WRAPPERS.

KID GLOVES. Ladies' and Children's BOOTS and SHOES.

MILNERY and DRESSMAKING. Sole Agents for the "LITTLE WARE" Sewing Machine.

SAYLE & Co.,

VICTORIA EXCHANGE,

Queen's Road & Stanley Street.

WASHING BOOKS.

(In English and Chinese.)

WASHERMAN'S BOOKS, for the use of Ladies and Gentlemen, are now ready at this Office—Price \$1 each.

CHINA MAIL Office.

To Let.

TO LET.

HOUSE No. 7, China Road, lately occupied by Mr. PEARSON.

House No. 10, Albany Road, at present occupied by the Rev. R. H. KING.

DAVID SASSON, SOLE & Co.

Hongkong, January 10, 1877.

TO BE LET.

THE Premises at present occupied by the International Ice Manufacturing Co., Limited.

For particulars, apply to MEYER & Co.

Hongkong, December 11, 1876.

TO LET.

THE Bungalow No. 3, Old Bailey Street.

The upper portion of Nos. 42 and 44, Queen's Road.

Apply to

DOUGLAS LAFRAIK & Co.

Hongkong, November 17, 1876.

Intimations.

Now Ready.

THE CHINA REVIEW.

Vol. V., No. 3.

Annual Subscription, postage included, \$6.50.

Essays on the Chinese Language, (Continued from page 63.)

Establishment of American Trade at Canton.

Chinese Intercourse with the Countries of Central and Western Asia in the Fifteenth Century, Part I. (Continued from page 122.)

The Boston Song.

The Law of Intestance.

Short Notices of New Books and Literary Intelligence.

Notes and Queries.

Validity of Chinese Marriages.

Money Loan Associations.

Bean Oats as a Manure.

Pidgin English.

Books Wanted, Exchanges, &c.

China Mail Office.

Hongkong, January 10, 1877.

Intimations.

NEARLY READY.

A CHINESE DICTIONARY IN THE CANTONESE DIALECT, Part I, A to K, with Introduction. Royal 8vo., pp. 202.—By ERNEST JOHN EITEL, Ph.D. Tübingen.

Price: Two DOLLARS and a HALF. To be had from Messrs LANE, CRAWFORD & Co., Hongkong and Shanghai; and Messrs KIM & WANG, Shanghai.

Hongkong, January 22, 1877.

NOTICE.

THE CHINESE MAIL.

FROM and after the Chinese New Year's day (February 17, 1874) the Chinese Mail will be issued DAILY instead of twice a week as heretofore. No change, however, will be made in the price of subscription, which will remain at \$4 per annum.

The charges for advertisements are now assimilated to those of the *China Mail*. The unusual success which has attended the *Chinese Mail* makes it an admirable medium for advertisers.

The Conductors guarantee an eventual circulation of one thousand copies. It is already the most influential native journal published, and enjoys considerable prestige at the Ports of China and Japan, and at Singapore, Penang, Calcutta, San Francisco and Australia.

For terms, &c., address

Ma CHUN AYIN,

Manager.

China Mail Office,

17th February, 1874.

MUNICIPAL CORPORATION, PENANG.

THE Municipal Commissioners of Penang are desirous of receiving DESIGNS for a TOWN-HALL. This Building is to be erected on the ground on the east side of the Esplanade situated between the latter and Duke Street, and its cost is not to exceed \$10,000.

The Commissioners offer a PREMIUM of \$400 for the best and most suitable Design with Specifications; and competitors have the option of forwarding Tenders for carrying out the work.

The Designs, accompanied with all documents, are to be sent to the Municipal Office, Penang, on or before the 1st of March next.

For further information, apply to the Secretary to the Municipal Commissioners at Penang.

D. C. FERGUSON,

Municipal Secretary.

Penang,

Municipal Office,

The 31st September, 1876.

THE HONGKONG CHINESE MAIL.

THE Circulation of THIS PAPER has been very much extended. The following are some of its Agents—

Macao.—Man Chuen Shop.

Canton.—Sing Chuen Native Post Office, Luen Hing Street; Chui Heng Low Hotel, Luen Hing Street; Kwong Tin Fat Shop, Yan Teal Street; Mr. Sit Chuen Fan, Tung Wen Kwai; Yuen Fong Shop, in front of the Provincial Treasurer's Yamen; How Yuen Shop, Small Market Street, New City; Yee Cheung Photograph Shop, Honam; Kwai Heng Shop, Sin Cheong, Honam.

Singapore.—Sui Cheong Hong; Woh Shun Loong Hong.

Amoy.—Chin Cheong Hong, Mook Kik Street.

Foochow.—Mr. Yu Ching Cheong, Foochow Arsenal; Mr. Lam Kwok Ching, Maritime Customs.

Shanghai.—Mr. Ng Ching Shun, Maritime Customs; Mr. So Yue Chuen, Maritime Customs; Mr. Chui Sing Ho, Messrs Jardine, Matheson & Co.; Mr. Kwong Chuen Fook, Educational Mission School; and Mow Sing Sang Kee shop.

Ningpo.—Mr. Sung Min Chee, Maritime Customs.

Hankow.—Yee Hing Hong.

Chfoo.—Yee Shun Hong.

Japan.—Mr. Leong Chun Tong, Municipal Office, Yokohama.

Saigon.—Wohang Hong.

Singapore.—Ting Kee Hong; Kwong Fook Sang Hong.

Penang.—Yow Wing Fong; Argus Office.

Calcutta.—Mow Sing Company.

San Francisco.—Kwong Fook Tal Hong.

The above are some of the Agents; others will be published, when they are arranged for. Negotiations are in progress with the express couriers who carry the official despatches and *Peking Gazette*, to circulate the *Chinese Mail* in the interior of China.

Hongkong, March 10, 1874.

NEWS FOR HOME.

The *Overland China Mail*. (The oldest Overland Paper in China.) PUBLISHED AT THE "CHINA MAIL" OFFICE IN TIME FOR THE ENGLISH MAIL.

Containing from 92 to 94 columns of closely printed matter.

THIS Mail Summary is compiled from the *Daily China Mail*, is published twice a month on the morning of the English Mail's departure, and is a record of each fortnight's current history of events in China and Japan, contributed in original reports and collected from the journals published at the various ports in those Countries.

It contains Shipping news from Shanghai, Hongkong, Canton, &c., and a complete Commercial Summary.

Subscription, 50 cents per Copy (postage paid 10 cents); \$18 per annum (postage paid \$18.50).

Orders should be sent to Geo. MURRAY BIRD, China Mail Office, 2, Wyndham Street, not later than the evening before the departure of the English Mail Steamer.

Terms of Advertising, same as in *Daily China Mail*.

Hongkong, February 22, 1874.

CHUN AYIN,

Manager.

HONGKONG MARKET PRICES, Corrected to Saturday, January 27, 1877. At 1075 Cash per Dollar Mexican.

Right Left Cash Cash.

Butcher Meat.

Bacon, English, . . . lb.	450	400
" Am. Sugar cured, . . .	300	250
" Footchow, . . .	160	140
Beef, sirloin and prime cut, . . .	160	150
Beef Corned, . . . catty	150	140
" Roast, . . .	150	140
" Soup, . . .	90	80
" Steak, . . .	150	140
Bullocks' Brains, . . . per set	60	50
" Tongue, fresh, each	275	250
" " corned, . . .	320	300
" Head, . . .	600	500
" Heart, . . .	150	140
" Feet, . . .	50	40
" Kidneys, . . .	60	50
" Tail, . . .	100	90
" Liver, . . . catty	80	60
" Tripe (undressed), catty	50	40
Calves' Head and Feet, set.	500	400
Hams, American, . . . lb.	300	280
" Chinese, . . .	180	170
" English, . . .	360	